



TITLE: Wildlife Exclusionary Fencing (WEF) for the DATE: 12/18/2017
Exclusion of the California Tiger
Salamander (CTS)

PROJECT: Construction Package No. 1 **CONTRACT NO:** HSR 13-06

CONTRACTOR: Attn: Ghassan Ariqat
Tutor Perini/Zachry/Parsons, a Joint Venture
1401 Fulton Street
Suite 400
Fresno, CA 93721

DESCRIPTION OF CHANGE:

Revise Biological Mitigation Measure #24 in Book 3, Part D, Subpart 4, "Mitigation, Monitoring and Reporting", in accordance with Directive Letter 00143. This change order provides additional compensation for a change in material for Wildlife Exclusionary Fencing (WEF) when used for the exclusion of the California Tiger Salamander (CTS).

ADJUSTMENT IN COMPENSATION AT AN AGREED LUMP SUM PRICE:

For the installation and removal of all ERTEK E WEF in lieu of silt fence, installed on or before December 14, 2017, the Contractor will be paid an agreed lump sum price of **\$181,440.00**.

ADJUSTMENT IN COMPENSATION AT AGREED UNIT PRICE:

For the installation and removal of all Animex WEF in lieu of silt fence, the Contractor will be compensated at an Agreed Unit Price of \$16.78 per linear foot.

Estimate of Adjustment in Compensation at Agreed Unit Price = (85,000 LF x \$16.78/LF) = \$1,426,300.00

No adjustment in compensation will be allowed for the installation or removal of WEF that is not installed according to an Exclusion Fencing Plan approved by CDFW, or the Authority's Direction.

By execution of this Change Order, the Contractor agrees that no additional compensation shall be paid for the maintenance of silt fence, ERTEK E fence or Animex fence when used as exclusionary fencing as this is included in the contract price.

The Lump Sum Price and Agreed Unit Price above constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, including all markups by reason of this change.

TIME ADJUSTMENT:

Any delay due to this change order, if any and if determined to be a controlling operation, shall be evaluated under a separate change order in accordance with Section 23.4, "Equitable Adjustments- Limitation on Delays and Disruption Damages," of the General Provisions.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount	Time Adj. Days
0604R2	00001	ERTEK E WEF	1.0	LS	\$181,440.00	\$181,440.00	0
0604R2	00002	ANIMEX WEF	85,000	LF	\$16.78	\$1,426,300.00	
Total:					\$1,607,740.00		0

Contractor	California High-Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by

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Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.


Subcontractor's Sworn Certification(s):

Attached as _____ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

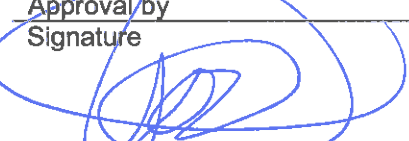
Tutor Perini/Zachry/Parsons, a Joint Venture

Acceptance by Signature 	Ghassan Ariqat – Project Manager/Director	Date 12/20/17
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California High-Speed Rail Authority

Submitted by Signature 	David Vallejos - D-B Oversight Manager	Date 12/20/17
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Recommended by Signature 	Steven Milton- Design & Construction Manager	Date 12/20/17
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Approval by Signature 	Terry Ogle – Director of Design & Construction	Date 14/20/17
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